No. _____

In The
Supreme Court of the United States

GOODRICH CORPORATION,

Petitioner,

v.

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS LOCAL LODGE 2121 AFL-CIO,

Respondent.

On Petition For A Writ Of Certiorari To The United States Court Of Appeals For The Fifth Circuit

PETITION FOR A WRIT OF CERTIORARI

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QUESTIONS PRESENTED

1. In *Goodall-Sanford, Inc. v. United Textile Workers*, 353 U.S. 550, 551 (1957), this Court held that, "A decree under § 301(a) ordering enforcement of an arbitration provision in a collective bargaining agreement is . . . a 'final decision' within the meaning of 28 U.S.C. § 1291."

The first question presented is:

> In light of this Court's decision in *Circuit City Stores, Inc. v. Adams*, 532 U.S. 105 (2001), is appellate jurisdiction for the review of an order compelling arbitration in a § 301 action now dependent upon the existence of a "final decision" as that term has been interpreted with respect to the Federal Arbitration Act?

2. Section 301(b) of the Labor Management Relations Act provides that, "Any labor organization which represents employees . . . may sue . . . as an entity [on] behalf of the employees whom it represents."

The second question presented is:

> Does a union have standing to sue a company in a § 301 action on behalf of a group made up entirely of non-employees?

CORPORATE DISCLOSURE STATEMENT

For purposes of petitioner's corporate disclosure statement, the following information is provided:

There is no parent corporation of petitioner nor is there a publicly held company owning 10% or more of the petitioner corporation's stock.

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PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

Goodrich Corporation respectfully petitions for a writ of certiorari to review the judgment of the United States Court of Appeals for the Fifth Circuit in this case.

OPINIONS BELOW

The opinion of the court of appeals (App., *infra*, 1-19) is reported at 410 F.3d 204. The opinion of the district court (App., *infra*, 20-35) is unreported.

JURISDICTION

The court of appeals entered its judgment on May 19, 2005. Justice Scalia extended the time within which to file a petition for a writ of certiorari to September 2, 2005. The jurisdiction of this Court is invoked under 28 U.S.C. § 1254(1).

STATUTORY PROVISIONS INVOLVED

28 U.S.C. § 1291 provides, in relevant part, that "The courts of appeals . . . shall have jurisdiction of appeals from all final decisions of the district courts of the United States. . . ."

Section 301(b) of the Labor Management Relations Act ("LMRA"), 29 U.S.C. § 185(b), provides, in relevant part, that "Any labor organization which represents employees

. . . may sue or be sued as an entity and in behalf of the employees whom it represents in the courts of the United States. . . ."

STATEMENT OF THE CASE

A. Facts

Coltec Industries and IAM Local 2121 negotiated a collective bargaining agreement ("the CBA"), effective September 29, 1996, which established the wages, hours of work and other terms and conditions of employment for all unit employees at Coltec's Euless, Texas facility. The facility was subsequently acquired by Goodrich Corporation, and Goodrich assumed the CBA and the employee benefit plans in 1998. All subsequent references to the employer will be to Goodrich or "the company"; subsequent references to IAM Local 2121 will be to "the union."

The CBA contained a provision providing for early retiree medical coverage, declaring that during the term of that agreement, certain early retirees were eligible to participate in the company's plan at company expense or, at the retiree's option, in an HMO plan offered by the company to active employees. If the cost of the HMO was greater than the cost of the company plan, a retiree who selected the HMO option was required to pay the difference; if the HMO's cost was less than that of the company plan, the difference was credited to the cost of any spousal coverage.

After determining that it would close the Euless plant, Goodrich and the union bargained over and ultimately entered into a Plant Closure Agreement ("PCA") to mitigate

the impact of the plant closure on active unit employees. In negotiating the PCA, the union represented the interests of active bargaining unit employees only; it did not represent the interests of retirees in those negotiations. The PCA was executed on August 1, 2000.

The PCA provided that Goodrich would have the right to implement reasonable cost containment measures for retiree medical coverage so long as there was no material change in the level of benefits. The PCA also specifically addressed the termination of the bargaining agreement and bargaining relationship, stating:

> [T]he Union and Company agree . . . that the collective bargaining agreement and bargaining relationship will terminate on October 1, 2000. . . . [However, if the Company exercises an option in the PCA to remain open until November 15, 2000, then] the CBA and the bargaining relationship shall continue until all the retained employees have been released. . . . If the Company subsequently resumes production operations, the collective bargaining relationship shall resume and the current CBA continue in effect.

Goodrich exercised its option to continue operations until November 15, 2000, at which time it closed the Euless plant and released all of the remaining bargaining unit employees. Pursuant to the terms of the PCA, the bargaining relationship and the CBA terminated on that date. The company has not resumed production operations.

In November 2002, Goodrich announced that the Company would offer retirees a new Aetna HMO option, effective February 1, 2003. By letter in December 2002, Goodrich informed all participating retirees of the Aetna

HMO plan that would become effective in February 2003. With the new plan, the cost of the HMO would, for the first time, exceed the cost of the company plan. Thus, any retirees who opted for the HMO plan were required to make up the difference between its cost, and the cost of the company plan.

B. Proceedings below

On December 20, 2002, the union filed suit. The complaint's "introduction" stated:

> [Local 2121] brings this civil action under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185, to enforce a collective bargaining agreement. Local 2121 seeks specific performance of Goodrich Corporation's contractual obligation to provide health benefits for certain retirees. Alternatively, Local 2121 seeks to compel arbitration of the dispute. Additionally, Local 2121 asserts a claim for declaratory relief.

The union was the only plaintiff. In the section identifying the parties to the action, the complaint states only, "Local 2121 is a local labor organization engaged in representing or acting for employees in an industry affecting interstate commerce." There was no mention of the retirees in the description of parties to the action.[1] The suit alleged that Goodrich was obliged to offer free HMO coverage to retirees, notwithstanding the cost-sharing language of the CBA and the provisions of the PCA.

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[1] Some months after filing the complaint, the union filed "retiree representation authorizations" from 52 retirees.

The union's lawsuit contained three counts: Count I, "Enforcement of Medical Benefits Provision," declared that Local 2121 was entitled to an order directing specific performance by Goodrich with respect to the provision of retirees' medical benefits. Count II, "Enforcement of Arbitration Agreement," was presented as an alternative to Count I, and sought an order compelling Goodrich to arbitrate the contractual dispute pursuant to 29 U.S.C. § 185 [Section 301 of the LMRA]. Count III, "Declaratory Relief," sought a declaration "of the parties' rights and obligations under the PCA." It requested that the court declare (a) that the PCA prohibits Goodrich from making material changes in retiree benefits, (b) that the changes Goodrich made were material, and (c) that "upon request by either party, the parties are obligated to promptly submit" the dispute to arbitration.

Goodrich disputed the union's allegations and asserted that the union lacked standing to bring suit on behalf of the retirees. The union filed a motion for partial summary judgment seeking an order compelling arbitration. Goodrich opposed it, arguing that the union lacked standing to bring the lawsuit on behalf of retirees because it never was the bargaining representative of retirees, and because there was no longer a bargaining relationship between the union and Goodrich.

On March 8, 2004, the district court issued an order granting the union's motion, compelling arbitration, and administratively closing the case. (App. at 20). Goodrich noted a timely appeal.

On May 18, 2005, the court of appeals issued an opinion and judgment, dismissing the case for want of appellate jurisdiction. *Int'l Ass'n of Machinists & Aerospace Workers*